

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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Travel Products, Inc.  
d/b/a TPI Custom Solutions, a  
Minnesota corporation,

Civil File No. \_\_\_\_\_

Plaintiff,

**COMPLAINT**

v.

Survival Armor, Inc., a Florida  
corporation,

Defendant.

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Plaintiff Travel Products, Inc. d/b/a TPI Custom Solutions (“TPI”) a Minnesota corporation, by and through its attorneys, Halagan Law Firm, Ltd., brings this action against Defendant Survival Armor (SA), upon information and belief a Florida corporation, for damages and other relief relating a breach of contract under Minnesota for an amount in excess of \$75,000.00. Plaintiff states the following as its claims against Defendant:

**PRELIMINARY STATEMENT**

1. This case is about SA’s failure to pay for goods ordered from TPI by SA. Beginning in March 2015, SA placed Purchase Orders with TPI for protective vest strap sets with a total sales value in excess of \$853,159.00. TPI produced, shipped and delivered the Strap Sets with a value of \$771,278.64 as ordered by SA but for which SA has paid \$757,941.64. SA has failed and refused to pay for the balance due of \$13,337.00 for finished products it ordered but refused delivery. In addition, SA ordered and TPI has produced and has in inventory additional Strap Sets and/or inventory items with a value of \$87,853.34 that SA ordered but has refused to accept and pay for. The Purchase Orders provided that TPI is entitled to its attorney’s fees in the event a collection

action is necessary to obtain payment. In addition, TPI relied to its detriment on representations regarding the longevity of the business and anticipated future orders, and upon the request of SA, purchased pattern tacker equipment with a value of \$49,334.83 and is seeking reimbursement for that amount. TPI now seeks judgment against SA in the amount of \$150,525.17 plus \$51,157.55 in attorney's fees plus its court fees and litigation costs.

### **PARTIES**

2. Plaintiff TPI is a Minnesota corporation with its principal place of business located at 2401 49<sup>th</sup> Avenue North, Minneapolis, MN 55430.

3. Defendant SA is upon information and belief is a Florida corporation with its principal place of business located at 12621 Corporate Lakes Drive, Unit 8, Fort Myers, FL 33913.

### **JURISDICTION AND VENUE**

4. This Court has diversity jurisdiction to hear this complaint and adjudicate the claims stated hereunder pursuant to 28 U.S.C. §1332 because the amount in controversy is in excess of \$75,000 and the parties are all citizens of different states.

5. Venue is proper in the United States District Court, District of Minnesota pursuant to 28 U.S.C. §1391(b)(2) and Minn. Stat. §543.19 (2016) because Defendant transacted business in the state of Minnesota, the events and omissions giving rise to the claim occurred in Minnesota and product ordered by Defendant is situated in Minnesota.

### **FACTUAL ALLEGATIONS FOR ALL CLAIMS**

6. On February 12, 2015, SA issued a purchase order ("PO") #9543 for Strap Sets in an amount totaling \$802,859.00.

7. On March 13, 2015, SA issued a revised Purchase Order #9543 for Strap Sets in the amount of \$853,159.00.

8. On July 16, 2015, SA gave pre-production approval to prototype product sample to be provided under Purchase Order #9543

9. Pursuant to the above PO's, in March 2015, TPI began shipping to SA the requested Strap Sets. Between March 2015 and September 2016, TPI shipped and SA accepted strap sets with a value in the total amount of \$757,941.64.

10. In addition, SA ordered but refused to accept for delivery and now owes TPI \$13,337.00 for finished products TPI produced as ordered by SA but which SA refused to accept for delivery. TPI has demanded payment but SA has refused to pay for the products it ordered and has accepted.

11. In addition to the above product that SA ordered and received, SA placed Purchase Orders for the balance of the Strap Sets. TPI, acting upon those Purchase Orders, put into production an additional \$87,853.34 in requested Strap Sets. After the sets were produced or production costs incurred including costs by third parties, but before they could be shipped to SA, SA refused to take possession or pay for the work that was ordered and produced by TPI.

12. In addition to the above claims, TPI was induced by SA to purchased two pattern tackers; one in October 2015 for the cost of \$25,170.00 and one in February 2016 costing \$24,164.83. These purchases were made in reliance upon SA's specific request to make the purchase and SA's representations that the business would be ongoing and sufficient to warrant the investment.

**CAUSES OF ACTION  
COUNT I – BREACH OF CONTRACT**

13. TPI restates and re-alleges the allegations contained in paragraphs 1 through 12 of Plaintiff's Complaint.

14. TPI and SA entered into a contract for the production of Strap Sets. TPI fulfilled its obligations under the agreement to produce and provide to SA Strap Sets in compliance with SA's

specifications. The agreement has never been terminated and remains outstanding. SA breached the contract by refusing to pay for product it has ordered and refused to take possession.

15. As a proximate cause of Defendant's breach, TPI has been harmed in the amount of \$109,313.09.

16. Pursuant to the terms of the Purchase Orders, TPI is in addition entitled to attorney's fees and costs incurred in bringing this action. Based upon agreement with its counsel and the anticipated damages to be established, TPI will incur \$51,157.55 in attorney's fees plus additional costs in this matter.

### **COUNT II – QUANTUM MERUIT**

17. TPI restates and re-alleges the allegations contained in paragraphs 1 through 16 of Plaintiff's Complaint.

18. SA ordered and accepted Strap Sets with a value of \$13,337.00 for which it has refused to make payment.

19. In addition, TPI acted in reliance upon SA's order of additional Strap Sets to incur an additional \$95,976.09 in costs in producing those requested Strap Sets.

20. TPI reasonably relied to its detriment on the requests of SA to produce said Strap Sets, and SA intended TPI to rely upon its requests and knew that it would do so in reliance upon SA's promise to make payment, causing TPI harm in an amount in excess of \$109,313.09.

21. As a proximate cause of TPI's reliance upon Defendant's representations and SA's breach thereof, TPI has been harmed in the amount of \$109,313.09.

### **COUNT III – PROMISSORY ESTOPPEL**

22. TPI restates and re-alleges the allegations contained in paragraphs 1 through 21 of Plaintiff's Complaint.

23. At SA's request TPI was induced by SA to purchased two pattern tackers; one in October 2015 for the cost of \$25,170.00 and one in February 2016 costing \$24,164.83.

24. These purchases were made in reliance upon SA's specific request to make the purchase and SA's representations that the business would be ongoing and sufficient to warrant the investment.

25. SA's failed to act consistent with its representations as to the amount of the orders and duration of the agreement causing TPI be harmed by the amount of these purchases.

26. TPI reasonably relied upon SA's requests and representations to it detriment in the amount of \$49,334.83.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Travel Products, Inc. d/b/a TPI Custom Solutions respectfully demands judgment against Defendant as follows:

1. Judgment against Defendant Survival Armor for breach of contract in the amount of \$109,313.09 plus its costs and disbursements.

2. In the alternative, judgment against Defendant Survival Armor for *quantum meruit* in the amount of \$109,313.09 plus its costs and disbursements.

3. In addition, judgment against Defendant Survival Armor for Promissory Estoppel and Plaintiff's detrimental reliance in the amount of \$49,334.83.

4. Judgment against Defendant Survival Armor for Plaintiff's costs including \$51,157.55 in attorney's fees, and also its costs and court filing fees.

4. Prejudgment interest from the payment due date of Defendant's breach.

5. All further relief as the Court deems just and equitable.

Dated: August 15, 2017

**HALAGAN LAW FIRM, LTD.**

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